

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.10
(ID # 21275)

MEETING DATE:

Tuesday, July 18, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Approval of the First Amendment to Lease by and between the County of Riverside, a political subdivision of the State of California, and Riverside CA I FGF, LLC, for 3480 Vine Street, Riverside; CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061 (b)(3); District 1. [\$399,493 - 100% Federal - FBI]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the First Amendment to and Extension of Lease by and between the County of Riverside, a political subdivision of the State of California, and Riverside CA I FGF, LLC, located at 3480 Vine Street, Riverside, County of Riverside, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and direct the Clerk of the Board to file Notice of Exemption within five (5) business days of approval by the Board.

ACTION:Policy


Rose Salgado, Director of Facilities Management 6/30/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: July 18, 2023
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$132,174 | \$104,659 | \$399,493 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 100% Federal – FBI Funding | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 23/24 – 26/27 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 2, 2019, the Riverside County Sheriff's Department entered into a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI). The purpose of the MOU was to delineate the responsibilities of the Inland Empire Safe Streets Task Force (Task Force) personnel and formalize relationships between participating agencies for policy guidance and to maximize inter-agency cooperation.

On May 19, 2020, the County of Riverside (County) entered into a lease (Lease) with Riverside CA I FGF, LLC (Lessor), to lease office space for the Task Force (Space). Facilities Management-Real Estate (FM-RE) has negotiated this First Amendment to extend the term for 39-months and allow the Lessor to complete minor tenant improvements at the FBI's sole cost and expense.

The terms of the First Amendment are as follows:

Lessor: Riverside CA I FGF, LLC
One North Wacker, Suite 4025
Chicago, Illinois 60606

Term: Thirty-nine months, expiring December 31, 2026

Size: Approximately 3,018 SF

| | | |
|-------|---|--|
| | Current | New |
| Rent: | \$ 2.49 PSF \$ 7,524.22 per month \$ 90,290.64 per year | \$2.58 PSF \$7,786 per month \$93,437 per year |

Rent Increase: Three Percent (3%) annually

Operating

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Expenses: Tenant's Share is 6.80% of 2023 Base Year, Estimated at \$400.00 per month, \$4,800.00 per Year

Utilities: Included in Operating expenses

Maintenance: Lessor is responsible for maintenance

Custodial: Provided by Lessor

Tenant Improvements: At the FBI's sole cost and expense, Lessor will install electrical upgrades to the Space for a total of \$55,335.50.

CEQA

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment to the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the First Amendment to Lease, is the use of the property involving existing facilities and no expansion of existing use will occur.

Impact on Residents and Businesses

The missions and programs that the Riverside County Sheriff's Department and Federal Bureau of Investigations provide will benefit the Sheriff's Department and the communities they serve.

Additional Fiscal Information

See Exhibits A, B & C

Contract History and Price Reasonableness

The Lease rate is deemed competitive based upon the current market.

ATTACHMENTS:


- First Amendment
- Aerial
- Exhibits A-C
- Notice of Exemption

SC:sc/04112023/RV262/30.XXX

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Aaron Gettis
Aaron Gettis, Deputy County Counsel 7/5/2023

County of Riverside
Facilities Management
3450 14th Street, Suite 200, Riverside, CA 92501

| | | |
|--|-----|--------|
| FOR COUNTY CLERK USE ONLY | | |
| FILED / POSTED | | |
| County of Riverside | | |
| Peter Aldana | | |
| Assessor-County Clerk-Recorder | | |
| E-202300756 | | |
| 07/20/2023 12:34 PM Fee: \$ 50.00 | | |
| Page 1 of 2 | | |
| Removed: | By: | Deputy |
|  | | |

NOTICE OF EXEMPTION

April 12, 2023

Project Name: First Amendment to Lease Agreement with Riverside CA I FGF, LLC, for 3480 Vine Street, Riverside

Project Number: FM042611062600

Project Location: 3480 Vine Street, Suite 110, south of 3rd Street, Riverside, California 92507; Assessor's Parcel Number (APN) 213-142-030

Description of Project: On August 2, 2019, the Riverside County Sheriff's Department (RSD) entered into a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI). The purpose of the MOU was to delineate the responsibilities of the Inland Empire Safe Streets Task Force (Task Force) personnel and formalize relationships between participating agencies for policy guidance and to maximize inter-agency cooperation.

On May 19, 2020, the County of Riverside (County) entered a lease (Lease) with Riverside CA I FGF, LLC (Lessor), to lease 3,018 square feet of office space for the Task Force (Space). Facilities Management-Real Estate (FM-RE) has negotiated this First Amendment to extend the term for 39-months and allow the Lessor to complete minor tenant improvements at the FBI's sole cost and expense. The First Amendment to the Lease Agreement for the continued use of the office space at 3480 Vine Street is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the use of existing office space, with minor interior tenant improvements, including a new electrical panel to upgrade the existing security system, including cameras, control panels and other security components. No expansion of the footprint or increase in capacity of use would occur as a result of the Second Amendment. The operation of the facility will continue to provide public safety services and no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

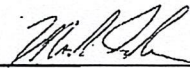
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

JUL 18 2023 3.10

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Second Amendment to the Lease Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a lease agreement for continued use of an existing facility with minor interior improvements to upgrade the existing security system. The project will not substantially increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Second Amendment to the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 4-12-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

FIRST AMENDMENT TO AND EXTENSION OF LEASE

This First Amendment to and Extension of Lease (this "Amendment") is entered into as of July 18, 2023 (the "Effective Date") by and between Riverside CA I FGF, LLC, a Delaware limited liability company ("Landlord") and County of Riverside, a political subdivision of the State of California ("Tenant").

RECITALS

A. WHEREAS, DIG ROP VINE STREET, LLC ("Original Landlord") and Tenant entered into that certain Office Lease dated as of May 19, 2020 (the "Original Lease") for certain premises containing approximately 3,018 rentable square feet within Suite 110 (the "Premises"), of the office building located at 3480 Vine Street, Riverside, California (the "Building"), as more particularly described in the Original Lease; and

B. WHEREAS, Landlord thereafter succeeded to all of the right, title, and interest of Original Landlord in and to the Building and Lease; and

C. WHEREAS, the Term of the Lease commenced on June 15, 2020 and is set to expire on September 30, 2023; and

D. WHEREAS, Landlord and Tenant have agreed to amend the Lease in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. Term. The Term of the Lease is hereby extended for a period of thirty-nine (39) additional calendar months commencing on October 1, 2023 and expiring on December 31, 2026 (the "Extension Term"). There shall be no further option or right to renew or extend the Lease.

3. Rent. During the Extension Term, Tenant shall pay Base Rent as follows:

| | Base Rental \$PSF | Base Rental – Annum | Base Rental - Monthly |
|------------------------|-------------------|---------------------|-----------------------|
| 10/1/2023 – 9/30/2024 | \$31.00 | \$93,558.00 | \$7,796.50 |
| 10/1/2024 – 9/30/2025 | \$31.93 | \$96,364.74 | \$8,030.40 |
| 10/1/2025 – 9/30/2026 | \$32.89 | \$99,255.68 | \$8,271.31 |
| 10/1/2026 – 12/31/2026 | \$33.87 | \$102,233.35 | \$8,519.45 |

4. Improvements. At Tenant's expense, Landlord shall perform the improvements identified in Attachment A, which is attached hereto and incorporated herein.

Said work to include installation of a new electrical panel to facilitate an upgrade to the security system, including cameras, control panels, and other security measures. Upon approval of this Agreement, said work is to commence on a mutually agreeable date requested by Tenant. Work to be undertaken during normal business hours. Tenant shall reimburse Landlord for the cost of all such improvements within 60 days of completion.

5. Address for Landlord. Section 3 of the Basic Lease Provisions and Section 24.19 of the Original Lease governing "Notices" and Landlord's address following the signature blocks upon the Original Lease are hereby amended to reflect that all notices to Landlord shall be addressed as follows:

Riverside CA I FGF, LLC
One North Wacker, Suite 4025
Chicago, Illinois 60606
Attn: Asset Management

With a copy to:

Riverside CA I FGF, LLC
1301 E 9th St., Ste 2900
Cleveland, Ohio 44114
Attn: General Counsel

6. Address of Tenant. Section 5 of the Basic Lease Provisions and Section 24.19 of the Original Lease governing "Notices" and Tenant's address following the signature blocks upon the Original Lease are hereby amended to reflect that all notices to Tenant shall be addressed as follows:

County of Riverside
Facilities Management – Real Estate Division
3450 14th Street, Suite 200
Riverside, CA 92501
Attention: Deputy Director of Real Estate
Telephone: 951-955-4820
FM-Leasing@rivco.org

7. Tenant acknowledges it currently occupies the Premises and accepts same in its current as-is, where-is condition during the Extension Term. Landlord shall not be required to make any improvements to the Premises in connection with this Amendment.

8. Except as amended by this Amendment, the Lease shall remain in full force and effect. Tenant shall continue to pay any contributions to Operating Expenses, common areas charges, insurance, and/or real estate taxes and assessments it is obligated to pay under the Lease, and any expenses payable directly by Tenant under the Lease during the Extension Term.

9. In the event of a conflict between this Amendment and the Lease, the terms of this Amendment shall control.

10. Tenant represents and warrants that it has not been represented by a broker or agent on this Amendment, and no commission in connection therewith is due and payable to any broker or agent due to Tenant's acts or communications. Except for any amounts that Landlord is responsible for paying to its broker, if any, Tenant shall indemnify and hold Landlord harmless in the event of a breach of the foregoing representation and warranty.

11. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

12. Each undersigned individual and each entity on behalf of which (s)he has signed this Amendment represents and warrants that (i) such entity has full right and authority to enter into this Amendment and to perform its obligations hereunder without the need for the consent or approval of any other individual or entity, (ii) the execution of this Amendment and the performance of such party's obligations herein have been duly authorized by all requisite corporate or partnership action, (iii) it has not assigned, pledged or otherwise transferred any interest in the Lease, (iv) such individual(s) or entity(ies) executing this Amendment on behalf of a party hereto have been duly authorized and empowered to bind such party to this Amendment, and (iv) the signature of no other individual or entity is required to bind such party to this Amendment.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

LANDLORD:

Riverside CA I FGF, LLC,
a Delaware limited liability company

By: Christopher Winn

Name: Christopher Winn

Title: Authorized Signatory

TENANT:

County of Riverside,
a political subdivision of the State of
California

By: [Signature]

Kevin Jeffries
Chair, Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By: Cindy Junch
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: [Signature]
Ryan Yabko (for)
Deputy County Counsel

ATTACHMENT A

| Item | Description of Work |
|------|--|
| 1 | Provide and install Data chase and power outlet for 4 wall mounted TVs (tvs and wall mount hardware and installation not included) |
| 2 | Provide and install set up for one existing double door unit to include Alarm Key Pad data chase and jbox, ambush monitor data jbox and adjacent 110v power outlet, government provided Hirsch lock jbox with data chase, top of door sensors jbox. Existing door has panic bar, electronic hinge and card access chase |
| 3 | Provide and install set up for two existing single door units to include Alarm Key Pad data chase and jbox, ambush monitor data jbox and adjacent 110v power outlet, government provided Hirsch lock jbox with data chase, top of door sensors jbox. Existing doors have panic bar, electronic hinge and card access chase |
| 4 | Remove and replace existing subpanel with a new 100amp 3phase 120/208v 10KAIC SCCR subpanel with 42 full size circuits and on board main circuit breaker |
| 5 | Provide and install 4 dedicated 20amp circuits to new network room |
| 6 | Provide and install new LAN Room 3/4 plywood |
| 7 | Interior space walls where door conduit chases are to be installed and circuits added to NEW electrical panel will require some removal of existing drywall which will be reinstalled, patched and painted corner to corner |
| 8 | Provide electrical engineering stamped drawings and obtain Riverside county license, building permit, inspections and final completion inspection report. |